

# **WORKING CONDITIONS AGREEMENT**

**January 1, 2010 - December 31, 2011**

**CITY OF FOND DU LAC EMPLOYEES  
LOCAL 1366 - AFSCME, AFL-CIO**

**AND**

**CITY OF FOND DU LAC, WISCONSIN**

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**AGREEMENT  
Between  
CITY OF FOND DU LAC  
AND  
CITY OF FOND DU LAC EMPLOYEES LOCAL 1366  
AFSCME, AFL-CIO**

**THIS AGREEMENT** is entered into to be effective January 1, 2010 by and between the City of Fond du Lac, Wisconsin, hereinafter referred to as "City" and the Fond du Lac City Employees Union, Local 1366, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

**WHEREAS**, in order to increase general efficiency, to maintain existing harmonious relationship between the City and its employees, to promote the morale, well-being, and security of said employees, to maintain a uniform minimum scale of wages, hours and working conditions among the employees and to facilitate a peaceful adjustment to all grievances and disputes which may arise:

We, the contracting parties, have arrived at this Agreement governing working conditions for Public Works, City Hall, Transit, Parking Meter Utility and Inspection Department, Fire Department and Police Department employees, and that this Agreement shall supersede all previous ordinances or agreements referring to these groups, and therefore we set forth the following as our will and Agreement:

**ARTICLE I  
RECOGNITION**

Section 1 - The City recognizes Local 1366, AFSCME, AFL-CIO, as the exclusive bargaining representative in the bargaining unit consisting of all permanent full-time, permanent part-time, in the Public Works Department (Sewage Treatment, Electrical, Construction & Maintenance, including Solid Waste, Parks and Water Utility (field and plant) Divisions); the Department of Community Development (Transit, Inspection Services and Parking Meter Utility Divisions); Fire Department (Fire Records Clerk); Police Department (Police Records Clerk); Departments of Administration, Engineering, and Water Utility (office), located in City Hall; and seasonal employees of six (6) months or more duration in the Parks Division of the City of Fond du Lac, excluding elected and appointed officials, department heads, professional employees, confidential employees, and supervisors as defined in the Act, on all matters concerning wages, hours and other conditions of employment in keeping with Section 111.70, Wisconsin Statutes, pursuant to an election conducted on October 4, 1967, by the Wisconsin Employment Relations Commission and as certified on October 20, 1967, pursuant to a declaratory ruling regarding Transit Employees issued by the Commission dated May 8, 1973, and pursuant to an election conducted on October 23, 1981, by the Wisconsin Employment Relations Commission regarding employees of the Police Department and as certified on November 10, 1981 (Case XLI, No. 28674, ME-2055, Decision No. 19037).

## **ARTICLE II COOPERATION**

Section 1 - The City and the Union agree they will cooperate in every way possible to promote harmony and efficiency among all employees. The City agrees to maintain specified amenities of work (coffee breaks) not specifically referred to in this Agreement.

Section 2 - The mission of Fond du Lac City government is to provide and promote a high quality of life, business success, and safety to residents, visitors, and future generations as an excellent place to work, play, and raise a family. In carrying out this mission, Fond du Lac is a public service organization continually under the scrutiny of the public.

Section 3 - The City expects its employees, when dealing with the public during the course of their employment, to respond to the public as the situation would dictate in a manner which will uphold the public image and tradition of the City. Through this cooperative and collaborative relationship by all employees, the public image and tradition of the City in providing quality services will continue to be achieved.

## **ARTICLE III PROBATIONARY PERIOD - EMPLOYMENT STATUS**

Section 1 - All newly hired employees shall be considered probationary for the first six (6) months of their employment. The probationary employee may be terminated without recourse to the grievance procedure. The probationary period may be extended up to two (2) months upon notification of such to the employee and the Union prior to the end of the initial probationary period. Absences occurring during the probationary period will automatically extend the probationary period by the number of workdays and intervening weekends or equivalent days missed. Continued employment beyond the probationary period shall be evidence of satisfactory completion of probation. Eligibility for the Wisconsin Retirement System shall be in accordance with Wisconsin statutory provisions. An employee shall be eligible for sick leave and differential pay for Worker's Compensation upon the completion of two (2) months of service.

Section 2 - A permanent full-time employee shall be defined as one fulfilling a permanent position and working an average of thirty-eight and three-quarter (38-3/4) hours or forty (40) hours.

Section 3 - A permanent part-time employee shall be defined as one fulfilling a permanent position but working less than an average of thirty-eight and three-quarter (38-3/4) hours per week in the City Hall, Fire Department, Police Department and Transit Division (based on the Master Bid Schedule) and working less than an average of forty (40) hours per week in the various divisions of the Department of Public Works. Permanent part-time employees shall accumulate vacation, sick leave, and holidays for the year based upon the average daily hours worked the preceding year. Average daily hours worked shall be computed by dividing the total annual hours worked as reported to WRS the preceding year by the number of hours a full-time employee would have worked the

preceding year. That calculation shall then be multiplied by a full-time employee's regular daily work hours.

Section 4 - A temporary/seasonal employee is one who is hired for a specific time or for a specific project (not to exceed 4 months) except in the Parks Division (or other divisions or projects when specifically agreed to by the Union and City) where temporary/seasonal positions of up to eight (8) months duration will be permitted between April 1 and December 1. A temporary/seasonal employee will be separated from the payroll at the end of such period or project. The intent of this section is to permit the use of temporary/seasonal employees during periods of increased work, but temporary/seasonal employees, after completing their employment, will not be replaced until the next season or project. The City shall inform the Union of the status at time of hire of all temporary/seasonal employees and shall indicate to the Union when such employees have been removed from the payroll. Temporary/seasonal employees, of less than six (6) months duration, are not subject to the terms and conditions of this Agreement; however, temporary/seasonal employees will not be utilized to displace regular employees but rather to augment the work forces. Seasonal/temporary employees of six (6) months or more duration in the Parks Division shall be given first preference for re-hire the following year.

Section 5 - Personnel records indicating the status of the employee shall be completed at the time of employment and a copy of the PERSONNEL ACTION FORM, indicating such status, shall be provided the employee along with a copy to the President of Local 1366. Any future changes of employee status such as change of classification, promotion, etc., shall be treated in a similar manner.

#### **ARTICLE IV WORKDAY AND WORKWEEK**

Section 1 - The normal workday for permanent full-time employees shall be eight (8) consecutive hours broken by an unpaid lunch period unless otherwise specified within this Agreement. The normal workweek shall be forty (40) hours, Monday through Friday, both inclusive, except as otherwise provided below. Management has the right in City Hall to determine reasonable lunch hour schedules. Selection of available lunch hour schedules shall be by seniority.

Section 2 - Any temporary (up to two weeks) change in normally scheduled hours for part-time employees will be by written mutual Agreement between the Supervisor and the employee. The City shall inform the Union of the change. Any permanent change in normally scheduled hours will be by mutual Agreement between the City and the Union. (See Attached Schedule 1 which sets forth the normal hours of work.)

Section 3 - The work schedule for employees of the Transit Division will be by mutual Agreement providing for a normal workweek of approximately forty (40) hours with the assignment of hours distributed as equally as possible among the employees. When it is necessary to change the regular work schedules, notice shall be given one week prior to the effective date of the change. The regular work schedule shall consist of five (5) workdays falling within Monday through Saturday of any given week.

## **ARTICLE V**

### **WAGES**

Section 1 - The wages and work rules shall be as set forth in the Appendices and shall be effective as of January 1, 2010, unless otherwise specified herein, and said Appendices shall be a part of this Agreement.

Section 2 - In the creation of a new position or reclassification of an existing position, the City shall determine the duties and responsibilities of said position and will notify the Union of the position and the Union will be given the opportunity to discuss the appropriateness of the reclassification and wage rate of the position concerned. Further, should responsibilities and duties of existing positions change, it is agreed that the parties will discuss the appropriateness of the wages for said position.

Section 3 - All new employees shall begin at the hiring rate listed in the Appendix for their respective job class unless a higher starting rate is agreed to by the City and the Union. Progression through the salary steps shall be based upon satisfactory completion of the required length of service.

## **ARTICLE VI**

### **PAY PERIOD**

Section 1 - Employees shall be paid by direct deposit every other Friday morning.

Section 2 - If a payday falls on a legal banking holiday, the payday shall be the workday prior to the holiday.

## **ARTICLE VII**

### **CALL-IN PAY**

Section 1 - Employees who shall be called into work at other than their regularly scheduled starting time shall be entitled to at least two (2) hours work or pay at the overtime rate applicable. If an employee is called in less than two (2) hours prior to his normal starting time, he shall be paid for two (2) hours at the applicable overtime rate and then allowed to complete the regular scheduled hours of the date of the call-in. Part-time employees who are notified in advance of a change in their regularly scheduled starting time while still on the job shall not be entitled to call-in pay. Similarly situated part-time employees who are notified of a change in their regularly scheduled starting time after they have "punched out" shall be entitled to two hours of pay at time and one-half of the employees' regular hourly rate.

Section 2 - Section 1 of this Article shall not apply to employees in part-time positions in the Transit Division.

**ARTICLE VIII**  
**WASTEWATER TREATMENT PLANT (WCTS)**

Section 1 - The following WCTS positions have been eliminated effective January 1, 2008 and all references to these positions related to pay in this Agreement will also be deemed to be eliminated from the Agreement on such date:

- A. Zimpro Operator – now Wastewater Treatment Operator
- B. Secondary Wastewater Treatment Operator - now Wastewater Treatment Operator
- C. Operation Crew Leader - now Wastewater Treatment Operator
- D. Equipment Serviceman I and II - now Maintenance Mechanic

Section 2 - The on-call work period for Wastewater Treatment Operators (hereafter “Operators”) shall be divided into two segments. The first will begin at the end of the scheduled workday on Friday, and end at the beginning of the scheduled workday the following Monday. The second will begin with the end of the scheduled workday on Monday, and continue until the beginning of the workday the following Friday. While on-call, the Operator will be required to respond to an alarm call within 30 minutes of the plant and live within a 15-mile radius of the plant.

Starting on a Friday, to be determined by the City, the least senior assigned operator will be assigned. In ascending order, the eligible employees will work as follows:

- ✓ The least senior Operator will work 3 days; second least senior operator will work 4 days, etc.
- ✓ After completion of the cycle, the rotation shall begin with the second least senior operator starting the rotation and working 3 days, and then the third least senior working 4 days, etc.

All eligible Operators will participate in the on-call program. Operators on the list may trade on-call assignments among themselves by notifying, in writing, the Sanitary Engineer a minimum of 48 hours in advance. In the case of an emergency or the absence of an on-call Operator, the Sanitary Engineer may schedule any Operator, whether they are on the on-call list or not, to cover for a scheduled on-call Operator. The on-call Operator will not be paid for on-call time not worked due to absence, illness, or other emergency.

Compensation for on-call shall be \$1.50/hour every hour of on-call, plus time and one-half for any other time plant operational procedures require the operator to work. Overtime pay begins at onset of the alarm. Any call will be paid at a minimum of 2 hours and/or actual time worked. Any repeat alarms occurring within the 2-hour increment will be considered as one call-in. Scheduled overtime will follow normal overtime procedures.



**ARTICLE IX**  
**OVERTIME AND HOLIDAY PAY**

Section 1 - Time and one-half shall be paid for all time worked outside of the employee's regular shift of hours, except as otherwise provided in this Agreement. For Transit Division employees, hours worked outside of the regular work schedule (presently 5:55 a.m. to 6:55 p.m. for drivers and from 5:55 a.m. to 7:10 p.m. for employees assigned p.m. check duties) shall be paid at the rate of time and one-half. Said schedule may be subject to change including changes mandated by the City Council or required for other business reasons.

The City agrees to compensate Transit Division employees at time and one-half for all hours paid in excess of forty (40) hours in a workweek. Hours paid shall be exclusive of holiday pay on scheduled days off. In instances when an employee uses vacation, sick leave, or other paid leave in full week increments and his normal work schedule exceeds forty (40) hours in a week, the employee will be paid for all hours scheduled off at a straight time rate. The employee's leave banks will be debited in accordance with actual hours scheduled off.

Compensation of overtime shall be paid at time and one half in cash or compensatory time, as the employee may choose; however, no compensatory time in excess of forty (40) hours may be carried on the books beyond December 1 of each year. Hours in excess of forty (40) as of that date will be paid to each employee in cash, along with pay for hours under forty (40), if requested by December 1. Use of compensatory time shall be subject to authorization by the employee's immediate supervisor and/or department head. Employees may use an annual total of twenty (20) hours of compensatory time in lieu of sick leave for absences in increments of four (4) hours or less. Abuse of this privilege, like abuses of sick leave, will subject the employee to disciplinary procedures.

Section 2 - For emergency and non-emergency overtime, each division shall post in all other divisions, once a year, or more often if deemed necessary, a list of employees with space for each employee to indicate whether or not he wishes to be called in for regular overtime work. After an employee has indicated that he does not wish to be called in for overtime work, he shall not be called unless that employee is needed due to his specific skills or due to the non-availability of a sufficient number of employees desiring overtime work. Overtime shall be divided as equally as possible among the qualified employees of the division, then divided as equally as possible among the qualified employees outside the division, except as otherwise provided in this Agreement, who have signed indicating their desire for overtime. The overtime of employees shall be posted. In the event of an emergency, all employees may be required to work overtime, however, those employees who have indicated a desire to work overtime will be called first provided they are capable of performing the available work. Overtime hours worked in a division other than the employee's normally assigned division shall not be used for the equalization of overtime language contained herein.

Section 3 - Time worked on Saturdays and Sundays shall be compensated at one and one-half times the employee's regular rate of pay except regularly scheduled employees in the Sewage Treatment Plant, Transit Division and Police Department who shall be compensated at one and one-half times the employee's regular rate of

pay for work performed on the employee's regular days off.

Section 4 - Time worked on a holiday shall be compensated for at twice the employee's regular rate of pay in addition to the holiday pay. For ease of administration and uniformity, premium holiday pay shall be paid to those employees whose work shifts start during the contract holiday date listed elsewhere in this Agreement. For the Transit Division, full-time employees shall receive eight (8) hours regular pay for each full holiday and four (4) hours regular pay for each partial holiday.

Section 5 - Overtime shall be divided as equally as possible on a calendar year basis among qualified employees in a division. Overtime of employees shall be posted. Part-time and temporary employees will not be assigned overtime work except in cases of emergency or when all permanent employees are working overtime or when permanent employees are unavailable for overtime work.

Section 6 - Employees of the Construction & Maintenance Division shall receive, in addition to the regular biweekly check, one (1) additional days pay for working Solid Waste for any holiday occurring within the pay period. The net result of this shall be to give the employees additional pay over and above the normal bi-weekly check. This additional pay shall be in the form of pay or compensation time at the employees' choice. Employees in Solid Waste shall be eligible for overtime pay for hours worked in excess of nine (9) hours the day following a holiday (or five (5) hours on a half-day holiday) for extra holiday pickup. If the holiday occurs on Friday, the employees shall be eligible for overtime pay for hours worked in excess of nine (9) hours (or five (5) hours on a half-day holiday) the day preceding a holiday for extra holiday pickup.

Section 7 - Overtime work scheduled on Saturdays and Sundays or regular days off shall be for a minimum of four (4) hours.

Section 8 - With respect to the employees in the Transit Division, overtime work scheduled on regular days off shall be for a minimum of four (4) hours. However, this section shall not apply if management was unaware, prior to the termination of the employee's regularly scheduled shift in the preceding work day, of a need to call in the employee on the employee's regular day off and, under said circumstances, Article VII, Section 1, shall apply.

Section 9 - Transit Division Overtime Procedure Within Regular System Hours (Non-Emergency):

Additional manpower needs of the Transit System which occur during regular System operating hours specified in Section 1 of this Article shall be satisfied by proceeding through the following steps, in the order specified, until the manpower needs of the Transit System are satisfied:

- A. Part-time employees who are scheduled "Free" during the period covering the manpower need will be assigned hours provided that the assignment of hours will not cause the part-time employee to significantly exceed forty (40) hours of work in a particular workweek.
- B. Part-time employees who are available during the period covering the manpower need will be assigned hours provided that the assignment of hours will not cause the part-time employee to significantly exceed forty (40) hours of work in a particular workweek.

- C. Full-time employees who are on a regular work day, available and who have signed the Extra Board Posting shall be offered the additional hours.
- D. Full-time employees on a day off who have signed the Extra Board Posting will be offered the additional hours.
- E. Full-time employees on a regular work day, available and who have not signed the Extra Board Posting shall be offered the additional hours.
- F. Full-time employees on a day off who have not signed the Extra Board Posting shall be offered the additional hours.
- G. Part-time employees on a day off who have signed the Extra Board Posting shall be offered the additional hours.
- H. Employees of the Transit Division who are on layoff status shall be offered the additional hours.

**Section 10 - Transit Division Procedures Outside of Regular System Hours (Non-Emergency):**

- A. Additional manpower needs of the Transit System which occur outside of the regular System operating hours specified in Section 1 of this Article shall be satisfied by proceeding through the following steps, in the order specified, until the manpower needs of the Transit System are satisfied:
  - 1. Full-time employees who have signed the Extra Board Posting shall be offered the additional hours.
  - 2. Part-time employees who have signed the Extra Board Posting shall be offered the additional hours.
  - 3. See Article IX, Section 2.

**ARTICLE X**  
**DIFFERENTIAL PAY**

**Section 1** - Any employee whose work shift falls within the hours of 6 p.m. to 6 a.m. shall receive an additional twenty-five (25) cents per hour for those hours worked between 6 p.m. and 6 a.m. Any employee receiving time and one-half or more, except employees regularly scheduled (e.g. Water Plant, Sewage Treatment Plant Operators, and Bus Drivers) shall not receive the shift premium differential.

**Section 2 - Work Out of Class** - Whenever an employee works at a higher rated job for three (3) consecutive hours or more, he shall receive the higher rate of pay for those hours worked in the higher rated job. Such higher base rate will be the wage step in the wage scale for the higher rated job which is commensurate with the employee's years of service with the City (i.e., if the employee is at the eighteen (18) month wage rate in his regular position, he/she would receive the eighteen (18) month rate for work performed in the higher classification).

- A. The employee designated by the Park Superintendent as Swimming Pool Operator shall receive

fifteen (15) cents per hour in addition to the base rate during the period the duties of the Swimming Pool Operator are performed.

- B. Employees operating large mowers (ten feet or larger cutting area) shall be compensated at the Equipment Operator I rate while operating such mowers.

Section 3 - Acting Supervisor (Crew Leader Pay) - Whenever an employee supervises a crew on a temporary basis for three (3) consecutive hours or more, the City shall pay that employee an additional one dollar per hour. The one dollar per hour differential will also be paid to an employee who is designated by his supervisor to act as an acting supervisor of a function. In this case, the differential shall be paid for all hours the individual is designated as the acting supervisor.

Section 4 - Worker's Compensation - An employee who is absent due to injury or illness caused while in the performance of their duties shall receive 100% of their gross pay from the City for absences of three days or less. For absences of three days or more, the employee shall receive an amount from the City for the first three days of absence sufficient to provide them with 100% of their gross pay when combined with Worker's Compensation. Thereafter, but not for a period to exceed six months, the employee shall receive from the City an amount that will provide them with 75% of their gross pay when combined with Worker's Compensation. (See Appendix C). If an employee's injury or illness for which they are receiving Worker's Compensation continues for more than six (6) months, they may, at their discretion, use accrued sick and other accrued leave in proportion to the amount necessary for them to receive up to 100% of gross pay.

Section 5 - Jury Duty - An employee subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the rate for jury duty provided that he reports back to work as soon as excused from jury duty and that the employee provides the City with a copy of the jury duty check or a certificate of jury duty service available from the Clerk of Courts.

Section 6 - Witness Service - An employee subpoenaed as a witness as a result of his employment for the City shall be paid the difference between his regular rate of pay and the witness pay provided he reports back to work as soon as he is excused from witness service.

Section 7 - Military Reserve - An employee who is a member of the National Guard or United States military reserve unit and who may be called upon for reserve training or is called upon to serve due to an emergency caused by nature (floods, tornadoes, etc.) or civil disobedience shall be granted temporary leave and shall be paid the differential between his military reserve pay (not to exceed ten (10) work days for any one call-up) and his regular weekly earnings of forty (40) hours. An employee who is deputy or deputized to serve in a law enforcement department shall be paid the difference between his regular pay and pay received while serving as a deputy.

Section 8 - Water Plant and Sewage Treatment Plant Operator Licenses - The following additional pay shall be provided to operators, the first payroll after proof of completion is provided, who are in possession of valid Department of Natural Resources Licenses.

<u>Cents Per Hour</u>	<u>Water Plant Operator Grade I</u>	<u>Sewage Plant Operators</u>
.20	Classes G, D	Grade 1 - Subgrades a, c, e, g, i
.30	Classes Z, I, G, D	Grade 2 - Subgrades a, c, e, g, i
.40	Classes L, Z, I, G	Grade 3 - Subgrades a, c, e, g, i
.50	Classes S, L, Z, I, G, D	Grade 4 - Subgrades a, c, e, g, i

\*\*Equipment Operator II & III  
Special Skill & Maintenance - .15¢ per hour

## **ARTICLE XI LONGEVITY PAY**

Section 1 - Commencing with the date of completion of six (6) years of continuous service for the City, and continuing with each pay period thereafter, every permanent employee shall be granted a pay increase equal to three (3) percent of his base pay.

Section 2 - Commencing with the date of completion of ten (10) years of continuous service for the City, and continuing with each pay period thereafter, every permanent employee shall be granted a pay increase equal to an additional three (3) percent of his base pay (which means a total of six (6) percent).

Section 3 - Commencing with the date of completion of fifteen (15) years of continuous service for the City, and continuing with each pay period thereafter, every permanent employee shall be granted a pay increase equal to an additional three (3) percent of his base pay (which makes a total of nine (9) percent).

Section 4 - All longevity payments shall be calculated from the anniversary date of employment subject to specific restrictions listed in Article XXI, Section 1.

Section 5 - Employees hired into permanent positions after December 31, 1987, will not be eligible to participate in the longevity program.

## **ARTICLE XII UNIFORM MAINTENANCE AND TOOL ALLOWANCE**

Section 1 - The City shall provide uniform apparel to all Police Department employees required by the City to wear uniforms. The items of uniform apparel to be furnished by the City shall be shirts, insignias, and shoes. All articles of clothing and equipment provided under this Article shall remain the property of the City and shall be returned to the City upon an employee's termination of employment.

Uniforms will be inspected periodically by the shift commander or upon request of the employee. Items shall be replaced as needed as determined by the City. Replacement orders shall be processed by the City Payroll Division and will be taxed according to IRS regulations.

Section 2 - The City shall reimburse up to \$225 per year to individuals employed in the classification of mechanic, mechanic's helper and mechanic/welder for tools and up to \$125 per year to the Park Caretaker III for tools. Employees shall receive the reimbursement after the employee turns in a copy of the receipt for the tool purchase to the City by the Friday before Payroll #26 for the current year. These payments will be considered a reimbursement and not subject to taxes unless subsequently required by IRS regulations.

Section 3 - The City shall provide uniform apparel for employees in the Solid Waste Division. Uniform items furnished by the City will consist of shirt, long pants and cap for the summer months and coveralls for the winter months.

### **ARTICLE XIII**

#### **WISCONSIN RETIREMENT SYSTEM**

Section 1 - The City shall pay the employee's normal contribution to the Wisconsin Retirement System up to 6.2% of all eligible earnings.

Section 2 - In addition to the amount in Section 1 of this Article, the City shall pay the benefit adjustment contribution up to one percent (1%) of earnings beginning January 1, 1986 as set forth in Section 40.05(2m), Wisconsin State Statutes (1983-84).

### **ARTICLE XIV**

#### **VACATIONS**

Section 1 – Effective January 1, 2005 all permanent full-time employees shall be entitled to vacation leave with pay at their regular rate of pay during the twelve (12) months following their employment anniversary date. The amount of vacation allowed will be according to the following schedule:

#### **Effective January 1, 2005**

One (1) year of service	- two (2) weeks of vacation leave
Eight (8) years of service	- three (3) weeks of vacation leave
Fifteen (15) years of service	- four (4) weeks of vacation leave
Twenty (20) years of service	- four (4) weeks and one (1) day of vacation leave
Twenty-one (21) years of service	- four (4) weeks and two (2) days of vacation leave
Twenty-two (22) years of service	- five (5) weeks

**Effective January 1, 2005**

	<u>General Employees</u>	<u>City Hall, Parking Enforcement Officer, Inspection, Fire and Police Office Staff</u>
One (1) year of service	80 hours	77.50 hours
Eight (8) years of service	120 hours	116.25 hours
Fifteen (15) years of service	160 hours	155.00 hours
Twenty (20) years of service	168 hours	162.75 hours
Twenty-one (21) years of service	176 hours	170.50 hours
Twenty-two (22) years of service	200 hours	193.75 hours

Section 2 - Employees hired after January 1, 1977 will be eligible for vacation leave with pay as of January 1 of each succeeding year. Vacation credits will be accumulated on a pro rata basis for the first partial year of service (that period between the date of hire and December 31st of that year). In those years in which these employees complete eight, fifteen, twenty, twenty-one, and twenty-two years of service, vacation will be credited at the higher rate for use in the year following the employment anniversary date.

Section 3 - In selecting vacation dates, employees with greater seniority shall have preference if municipal needs do not allow all employees to have their first choice of dates. Employees shall be allowed to split their vacation into weekly periods if they so desire. They may also split their vacation into one day or smaller increments if the operational needs of the work unit permit. The decision to allow employees to use vacation in less than one day increments shall not be grievable under the grievance procedure contained in Article XXVI. Each division shall post a vacation schedule by January 1 of each year with selections made by March 31 of each year based upon seniority, thereafter, vacation selections including carryover week outlined in Section 6 are on a first come, first serve basis, without seniority consideration.

Section 4 - When a holiday falls in a vacation period of one (1) full work day or more (i.e., 7.75 hours for City Hall employees, 8.0 hours for general employees), the employee shall receive an extra day's pay or an extra day off with pay at his option.

Section 5 - On separation from the City service, an employee shall be paid for all vacation due him in proportion to the time worked from his eligibility date.

Section 6 - Employees entitled to three weeks or more of vacation will be allowed to carry one week vacation into the following vacation year. All other vacation must be taken within the twelve (12) months immediately following the employment anniversary date in which the vacation was earned unless written authorization on a Personnel Action Form extending this period is obtained from the department head and the City Manager. The vacation carryover shall be scheduled after all other employees have selected their initial picks, as described in Section 3 of this Article.

Section 7 - An employee shall be allowed to reschedule his vacation if said vacation falls within the period that the employee was receiving worker's compensation payments resulting from an injury or illness caused while in the performance of his duties.

Section 8 - Employees in the Transit Division shall provide ten (10) calendar days notice prior to the posting of the effective work schedule for vacation requests. The ten (10) day notice period may be waived at the discretion of the Division Head. Said decision shall not be subject to the grievance procedure.

Section 9 - Pro-rata vacation will be based upon the number of calendar days in a month.

## **ARTICLE XV HOLIDAYS**

Section 1 - All permanent and probationary employees shall receive their regular pay for each of the contract holidays not worked as specified in the Holiday Table. Others may be added as the City Council by resolution may fix.

Section 2 - Each full holiday is indicated in the table as (1). Multiples and fractions in the table indicate multiples and fractions of one (1) full workday.

Section 3 - Floating holidays indicated in the table are other workdays in the year that may be used as holidays at the choice of the employee provided that he shall request the utilization of such a day from his division supervisor a minimum of three (3) working days prior to the day he desires to take it. Such authorization by the division head shall be subject to the staffing needs of the department. Transit Division employees may request to use the floating holiday hours listed in the table in increments corresponding to an employee's scheduled hours or portion of those scheduled hours related to a split shift.

Section 4 - All permanent and probationary employees who are required to work on a contract holiday, except those employees regularly scheduled, shall receive a rate two (2) times their regular rate of pay for all hours worked in addition to the holiday pay. (See Article IX, Section 4).

Section 5 - As a condition for payment of holiday pay, every employee shall report for work the scheduled workday before and after the defined holidays unless such employee is on an excused absence or in cases of proven illness reported to the division or department head.

Section 6 - Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays listed in the table below which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, the holidays will be observed on the date listed in the table.

Section 7 - Should a holiday fall on an employees day off who is normally scheduled to work weekends, the employee shall at their option be granted another day off with pay for the day.



Section 8 - When the one half (1/2) day Holidays, the Day before Christmas and the Day before New Years fall on a Friday, they shall be converted to a floater. When the one half (1/2) day Holidays, the Day before Christmas and the Day before New Years fall on a Sunday, they shall be converted to a floater.

<u>Holiday</u>	<u>Date Observed</u>		<u>General Employees &amp; Transit</u>		<u>City Hall, PMU, Inspection, Fire and Police Office Staff</u>	
	<u>2010</u>	<u>2011</u>	<u>2010</u>	<u>2011</u>	<u>2010</u>	<u>2011</u>
New Year's Day	1/1	1/1	1	1	1	1
Good Friday	4/2	4/22	1	1	1/2	1/2
Memorial Day	5/31	5/30	1	1	1	1
Independence Day	7/5	7/4	1	1	1	1
Labor Day	9/6	9/5	1	1	1	1
Thanksgiving Day	11/25	11/24	1	1	1	1
Day After Thanksgiving	11/26	11/25	0	0	1	1
Christmas Eve Day	12/24	12/23	0	1/2	0	1/2
Christmas Day	12/24	12/26	1	1	1	1
New Year's Eve Day	12/31	12/30	0	1/2	0	1/2
Floating Holiday			4	3	5	4

## ARTICLE XVI

### SICK LEAVE

Section 1 - All permanent and probationary employees shall accumulate sick leave with pay at the rate of one working day for each month of service (8 hours per month for general employees, 7.75 hours per month for City Hall, Parking Enforcement Officer, Inspection Department, Fire Department and Police Department office employees). Unused sick leave credits shall accumulate to a maximum of one hundred twenty (120) working days at the above rate (the maximum accumulation for general employees shall be 960 hours; the maximum accumulation for City Hall, Parking Enforcement Officer, Inspection, Fire Department and Police Department office staff shall be 930 hours).

Section 2 - For purposes of determining sick leave accumulations, leave of absence without pay shall not be considered service. Probationary employees shall not be eligible for accumulated sick leave with pay for the first two (2) months of employment.

Section 3 - An employee may use sick leave with pay for absence necessitated by injury or illness, or exposure to contagious disease. In the event an employee's wife, children or other members of his family living in the employee's residence should be exposed to contagious disease or should the employee's presence be required at

home in the event of illness of members of the above household, such employee may use his accumulated sick leave credits.

Section 4 - Penalty Provision - After the first six instances of sick leave usage in two consecutive calendar years, the first four hours in each subsequent instance shall be without pay.

For purposes of initiating this provision, the first of the two years shall be the 1978 calendar year with the second year being 1979. Effective January 1, 1980, the first of the two years shall become 1979. The same method for determining the first of the two years shall continue in subsequent years.

Any incident of sick leave usage resulting from hospitalization or emergency medical treatment of the employee or a member of the employee's immediate family living in his residence shall not be counted as an instance for purposes of determining the above penalty provision. Medical and dental appointments shall not be counted as instances for purposes of determining the above penalty provisions; including treatments for illnesses of a reoccurring or chronic nature which are medically documented by the employee's physician. Instances in which the employee is called away from the work place unexpectedly to care for a sick or injured child shall not be counted as an instance for determining the above penalty provision, provided the employee returns to work the same day, or the absence is less than two hours, and the employee is at work the following work day.

Section 5 - Employees with more than 400 or more hours of sick leave on January 1<sup>st</sup> of each year are exempt from the penalty provisions of this Article for that calendar year.

Section 6 - In order to qualify for sick leave payment, an employee must:

- A. Report the absence prior to the start of the workday to the department head.
- B. Keep the department head informed of the conditions if the absence is of more than three (3) working days.
- C. Submit a doctor's certificate for such absence, if in excess of three (3) working days. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for such period of absence.
- D. Apply for such leave according to the procedure established by the City.

Sick leave should be regarded by all supervisors and employees as a valuable fringe benefit to be used for the purpose it is intended.

Section 7 - Records of sick leave will be maintained by the employing division or department and by the personnel office.

Section 8 - Department heads will arrange for the medical examination of any employee with doubtful health qualifications. Medical examinations by a physician of the City's choosing may be required after prolonged, serious, or repetitious illness, major surgery, or injury not incurred on the job. Return to duty after prolonged sick leave and medical examination depends on the decision of the appointing authority, based upon advice of the department head, medical information supplied by the employee's physician and a physician of the City's choosing.

If the two physicians concerned are unable to agree on the employee's condition, a third physician shall be chosen by them. The parties shall each pay the cost of their own physician and share equally in the cost of the third physician.

Section 9 - Effective January 1, 2005, the City shall pay to all retiring employees \$30.00 per day up to a maximum of 60 days of unused sick leave.

## **ARTICLE XVII**

### **GOOD ATTENDANCE BONUS PROGRAM**

Section 1 - Effective January 1, 1979, employees who accumulate one hundred (100) days of unused sick leave (800 hours for General Employees; 775 hours for City Hall, Inspection Department, Parking Enforcement Officer, Police and Fire Department office staff) shall be eligible to participate in the Good Attendance Bonus Program. Under the program, those employees who use no sick leave during the month and whose unused sick leave accumulation totals one hundred (100) days at the end of each month (800 hours for General Employees; 775 hours for City Hall, Inspection Department, Parking Enforcement Officer, Police and Fire Department office staff) will be entitled to one and one-quarter (1-1/4) retirement insurance credits per month. The use of sick leave for medical and dental appointments of two hours or less shall not prevent an employee from earning retirement insurance credits for that month. The City shall maintain a record of all retirement insurance credits accumulated by each employee.

Section 2 - The accumulated retirement insurance credits of each employee shall be converted into cash at the rate of \$83.70 per credit effective January 1, 2008, \$85.37 per credit effective January 1, 2009, \$86.22 per credit effective July 1, 2009, and will increase in value at the same rate as the percentage pay increase each year thereafter.

Section 3 - Employees retiring who qualify for a WRS annuity, or an employee who receives a WRS disability, shall have the cash placed in an escrow account from which the retiree's group health insurance premiums will be paid in monthly installments until the account is exhausted. Thereafter, retirees will be allowed to continue in the City's group health insurance program provided that they pay the monthly premium in accordance with the procedures established by the City.

Section 4 - The City shall, annually, provide each employee with their Good Attendance Bonus Program credit balance as of December 31st of the preceding year.

Section 5 - In the event the retiree dies and a balance remains in the escrow account, the remaining balance shall be used to pay the surviving spouse's health insurance premiums.

Section 6 - If an active employee dies, Good Attendance Bonus credits will be converted into cash at the value listed in Section 2 of this Article and paid to the employee's surviving spouse. If there is no surviving spouse, the cash shall be paid to the employee's estate.

**ARTICLE XVIII**  
**FUNERAL LEAVE**

Each employee shall be allowed three (3) days off with pay in the event of the death of such employee's mother, father, son, daughter, wife or husband, brother or sister, mother-in-law, father-in-law, brother-in-law or sister-in-law, step children, step parents, legal guardian, grandparents, and grandchildren. Each employee shall be allowed one day off with pay in the event of the death of the employees' aunt or uncle. The intent of such leave shall be for attendance at the funeral or for other related arrangements.

**ARTICLE XIX**  
**MILITARY LEAVE**

Section 1 - Leave of absences without pay shall be automatically granted all employees who are called or volunteer for military service, upon presentation of proper orders, provided that application for re-employment is made within ninety (90) days of discharge in accordance with the provisions of Wisconsin State Statutes 45.50.

Section 2 - Temporary Military Leave - Employees who are members of the National Guard or United States Military reserve unit shall be granted temporary military leave per provisions of Article X, Section 7.

**ARTICLE XX**  
**PERSONAL LEAVE OF ABSENCE WITHOUT PAY**

Section 1 - Request for leave of absence without pay for justifiable reasons will be granted up to thirty (30) calendar days by the City Manager (except that no employee shall be granted such leave to seek other employment). Any such leave of three (3) or less days duration may be approved by the department head. All leaves of absence under this subsection must be applied for in conformance with the rules and procedures established by the City and is subject to staffing requirements at the time of the request and leave. Leave to attend conventions, conferences and special association meetings shall be considered one form of leave within the meaning of this subsection. Such leave may comprise up to fifteen (15) workdays per year for an employee who has been designated by his organization.

**ARTICLE XXI**  
**PERSONAL LEAVE OF ABSENCE WITHOUT PAY FOR ILLNESS**

Section 1 - Leave of absence without pay for illness will be granted by the City Manager to any employee who requests such leave after having used all available sick leave and vacation leave and who has satisfactory proof of his illness. Such leave shall be without pay and for a maximum of sixty (60) calendar days in any twelve (12) consecutive months. An extension of the leave without pay will be approved by the City Manager for a maximum of sixty (60) days if the employee's physician confirms that the employee will be able to return to work within the sixty

(60) day period. A maximum of one hundred twenty (120) calendar days of leave without pay for illness may be granted within a twelve (12) month period. During the initial sixty (60) day leave without pay for illness, the City shall continue to pay the Health and Life Insurance premiums normally paid by the City. Any additional amounts not covered by this Agreement and any premiums after the initial sixty (60) day period shall be paid by the employee while he is on leave without pay status. If the employee is able to return to work within the one hundred twenty (120) days without pay for illness, he shall be returned to his former job with continuous seniority rights. However, no sick leave or vacation leave will have accrued during the period of leave without pay.

If upon the termination of the leave without pay for illness, the employee is not able to return to his job, he shall be considered an inactive employee for a period of two (2) years commencing from the first day of his leave without pay status. In this inactive employee status, the employee will receive no benefits but will be eligible to continue as a group participant in the health insurance plan provided that he pays the required monthly premiums to the City. If an inactive employee is physically able, according to the procedures stated in Article XVI, Section 8, to return to work within the two (2) year period from the date he started his leave without pay, he may exercise his seniority and bump the most junior employee provided he is qualified to perform the duties of the position to which he bumps. In the event an inactive employee does not have sufficient seniority to bump the most junior employee, or is not qualified to perform the job of the most junior employee, he will have the right to sign any job posting within the bargaining unit and will be given preference for any entry level or temporary position for which he is qualified during his leave up to a maximum of two (2) years from the start of his leave without pay. An employee's seniority will be frozen as of the date he begins his leave without pay unless the employee returns to work within the one hundred twenty (120) days, in which event his seniority will continue uninterrupted.

## **ARTICLE XXII**

### **INSURANCE**

Section 1 - The City shall provide a group comprehensive major medical plan. The benefits shall be available for the group comprehensive major medical plan as outlined in the underlying plan contract(s).

Each employee who is an eligible employee and such employee's eligible dependents may become effective for coverage as follows:

- A. **Employees hired prior to the 15<sup>th</sup> of the month:** on the first day of the month following date of hire; or
- B. **Employees hired after the 15<sup>th</sup> of the month:** on the first day of the second month following the month in which hired.
- C. **Long-term seasonal employees hired to permanent positions:** on the first day of the month following date of hire.

Written application to elect coverage under the Plan must be made no later than 31 days after the effective date of coverage. If coverage under the Plan is elected after the time period specified above, the employee may, in certain instances, be eligible to enroll for coverage under the Plan as specified in the Special Enrollment Provisions and Miscellaneous Enrollment Provisions of the Plan.

Effective January 1, 2010, employees shall contribute 10% of the premium. Employees participating in a Health Risk Assessment (HRA) must notify Human Resources by November 1<sup>st</sup> in writing each year. Upon verification by the City, those employees will pay a maximum of 7.5% or a cap of \$50 single/\$100 family per month of the premium.

Section 2 - For all employees occupying permanent part-time positions, the City agrees to pay 100% of the employer's contribution for single health insurance coverage as long as the average annual scheduled hours are less than 1,560. Family coverage will be available if the employee pays the difference between the single and family coverage through payroll deduction. If the employee actually works at least 1,560 hours, the City agrees to pay up to 100% of the employer's contribution for monthly family coverage the following calendar year.

### Section 3

- A. Effective January 1, 2008, a \$200 per person per year deductible in plan, \$300 per person per year deductible out of plan, maximum \$500 family per year in plan, maximum \$750 family per year out of plan, to be applied to all benefits other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, second surgical opinion. These services will not be subject to the deductible. In all cases, the maximum total deductible will be \$300/single and \$750/family. Tier 3 of FABOH with co-pays of 90/10 in plan and 60/40 out of plan.
- B. After \$1,000 per individual, \$2,000 per family aggregate is paid in a calendar year under the co-pay provision, the medical charges for that individual/family will be covered at one hundred percent (100%). The maximum out of pocket costs will be \$1,100 for single and \$2,300 for family.
- C. Prescription drug benefits will be \$5.00 per prescription for generic and \$15.00 per prescription for brand name drugs.
  - 1. A mail order option will be available for certain drugs with the employees paying two co-pays for a three (3) month supply with the plan paying for shipping and handling.
- D. Effective January 1, 2009, the major medical maximum shall be increased from \$1,000,000 to \$2,000,000.
- E. All non-primary spouses employed by the City will be reimbursed for all co-insurances and deductibles (including drug card co-pays) by the City up to \$1,100 per year.

Section 4 - Effective January 1, 2009, eligible charges are covered for human organ and tissue transplants if the transplant procedure is considered to be Medically Necessary and is not Experimental or Investigational.

When a donor or recipient is involved, charges are covered as follows:

- A. when both the recipient and the donor are covered by the Plan, each is entitled to benefits under the plan;
- B. when only the recipient is covered by the Plan, the covered person who is the recipient is entitled to the benefits under the Plan and the donor is entitled to certain limited benefits as specified by the Plan.  
In this instance, for the donor, only those eligible charges for services to donate the human organ or tissue will be covered. The donor will be eligible for these specified benefits under the Plan only if such charges are not covered for the donor from any other source, including for example, any insurance coverage, employee benefit plan or government program. Eligible donor charges covered by the Plan will accumulate toward any maximum applicable to the covered person who is the recipient; or
- C. when only the donor is covered by the Plan, the donor is entitled to the benefits of the Plan, however, any other source of coverage available to the donor will be considered the primary payor of benefits and this Plan will be the secondary payor of benefits. No benefits are provided to the non-covered transplant recipient.

Eligible charges related to an organ or tissue transplant include for example hospitalizations, supplies and medications which are dispensed while either an inpatient or outpatient in a medical facility and those related to the evaluation and/or procurement of the organ or tissue. Benefits related to procurement of the transplanted organs are limited to \$10,000 per organ. This includes tissue typing, donor searches, and surgical removal procedures, storage and transportation of the procured organs. Benefits will not be duplicated if they are available from another plan, an organization or Medicare.

**Preauthorization:** With the exception of kidney benefits, Preauthorization is required before the Plan will cover benefits for a transplant. The Physician must certify, and the Plan must agree, that the transplant is Medically Necessary. The covered person's physician should submit a written request for Preauthorization to the Plan as soon as possible to start this process. Failure to obtain preauthorization will result in a denial of benefits.

**Waiting Period:** To be Eligible for organ transplant benefits, the covered person must be continuously covered under this Plan for a period not less than three hundred sixty-five (365) days. Time served under this Group's previous plan for a covered transplant will be credited toward the three hundred sixty-five (365) day waiting period. The Plan will only credit time for those transplants which were a covered benefit under the Group's previous plan. This waiting period is not the same as a Pre-existing Condition Limitation Period nor will Creditable Coverage provisions apply. The waiting period is a separate waiting period for transplants only. The waiting period does not apply to kidney transplants.

**Services not Covered:** Services, supplies, or equipment (even if associated with a covered organ transplant

for:

- Procedures involving non-human and artificial organs.
- Lodging expenses.
- Transportation expenses except for Medically Necessary ambulance service.
- Any organ transplant not specifically listed as a Covered Service.
- Services and supplies required in connection with or as the result of a non-covered organ transplant procedure.
- Purchase price of an organ that is sold rather than donated to a covered person.

For purposes of these exclusions, organ transplants include bone marrow and stem cell transplants.

Section 5 - The City shall provide to all employees retiring from service, who qualify for a Wisconsin Retirement System annuity, twelve (12) months of paid health insurance under the City's then existing health insurance program. The City shall provide twelve (12) months coverage to all employees who meet the following conditions:

- A. Retiring employees must have a minimum of ten (10) years of service to the City of Fond du Lac.
- B. Employees retiring with Good Attendance Bonus Credits will utilize the City paid health insurance program before utilizing Good Attendance Bonus Credits.

Section 6 - The aforementioned group comprehensive major medical plan coverage will meet or exceed the benefits that have been provided in the past unless specified above.

Section 7 - The City shall continue to provide the same type of group life insurance program as has been provided in the past with identical coverage and benefits. This program will be made available to all employees. The City shall continue to pay the full premium cost for all employees.

## **ARTICLE XXIII**

### **PROMOTION AND SENIORITY**

Section 1 - It shall be the policy of the City to recognize seniority. Seniority shall date from the date of initial employment in a bargaining unit position. Seniority shall be adjusted in accordance with the provisions of this Agreement.

Section 2 - Seniority shall apply in promotions, demotions, transfers, layoffs, recall from layoffs, filling vacant positions and shift selection, provided, however, that the qualifications of the employee shall be taken into consideration.

Section 3 - The City shall furnish semiannually on or about January 1 and July 1, a seniority roster of all employees to the Secretary of the Union. Such a list shall indicate the status of such employees, be kept up to date, and posted where it may be inspected by the employees.



Section 4 - An employee shall lose his seniority rights for the following reasons:

- A. If he quits.
- B. If he has been discharged for just cause.
- C. If he fails to report for work after being recalled as hereinafter provided for.
- D. If an employee who is able to work fails to do so for four (4) consecutive days without legitimate reasons.
- E. If an employee leaves a bargaining unit position except as provided in Section 5 (H) of this Article.

Section 5 - Promotions, Transfers, Voluntary Demotions

- A. All vacancies for positions represented by the Union that occur as a result of retirement, resignation, new positions or for whatever reason, shall be posted on bulletin boards in all divisions for at least five (5) working days before the vacancy is filled. The posting shall state the job requirements, qualifications required and pay rate for the position.
- B. Any employee not serving an initial probationary period will be eligible to sign the job posting and be given consideration for the position.
- C. In filling vacant positions, any permanent employee within the division in which the vacancy occurs or any permanent employee who has been bumped from the division in accordance with the provisions of Section 6 of this Article within the two (2) years prior to the date of the initial posting of the vacancy who signs the posting will be given first consideration for the job. If no permanent employee within the division or no permanent employee who has been bumped from the division as defined immediately above signs or qualifies for the position, permanent employees outside of the division shall be considered for the position. In considering the seniority of signers, seniority shall date from the date of initial employment in a permanent bargaining unit position. If no permanent employee signs or qualifies, seasonal employees who have signed will be given consideration based upon seniority. Seasonal employees within the division will be given first consideration then seasonal employees outside of the division. Seasonal employees of six (6) months duration or more in the Parks Division shall have full posting rights year round.
- D. In filling vacant positions, the City shall consider the employee's past job performance, length of service, previous training and experience. The most senior employee who meets the qualifications of the position or who through past experience has shown that he can meet those qualifications within the sixty (60) day probationary period shall be selected for the position opening.
- E. All employees changing positions through job postings shall move to the salary step in the new pay grade which represents at least a three percent (3%) increase over their current salary. In no instance, however, shall the employee's salary in the new position exceed the maximum for the pay

grade of the new position. The employee shall then progress through the salary range for the new position in the manner as set forth in the Appendix and in Article V.

- F. In the case in which an employee posts to a lower paid position, the employee shall move to the step in the salary grade for the new position which most closely approximates his current salary. If that salary step is lower than the maximum of that salary range, the employee will move through the salary range for the new position in the manner prescribed in the Appendix and in Article V. In no instance will the employee be paid at a wage rate higher than the one set forth for the position he posts to. The provisions set forth in this section shall also be applied to employees who bump into other positions in the bargaining unit due to reductions in force.
- G. All employees changing positions through job postings shall be required to serve a sixty (60) day probationary period. This period may be extended by an additional sixty (60) days by mutual Agreement between the City and the Union. In order for a request by the City to extend the employee's probationary period to be considered valid, or for a determination that employee has failed said probation to be considered valid, it must be preceded by at least two (2) written performance evaluations in the first fifty (50) days of the probationary period accompanied by a discussion with the employee about any deficiencies in their performance. Requests to extend probation shall be submitted to the Union President no less than eight (8) days prior to the end of the probationary period. The Union shall respond to the HR Director no later than two (2) days prior to the end of the probationary period. If the Union does not respond as provided for herein, the extension request shall be deemed denied. Absences occurring during the probationary period will automatically extend the probationary period by the number of work days and intervening weekends or equivalent days missed. In the event the employee does not successfully complete the probationary period, the City shall restore the employee to his former or similar position at his former rate of pay without loss of seniority. During the first sixty (60) calendar days of the probationary period, the employee may request to be restored to his former or similar position at his former rate of pay without loss of seniority. In such a case, the original posting shall be reconsidered to identify the next most senior employee who meets the qualifications for this position.
- H. The City can restore an employee promoted to a position outside of the bargaining unit to his former or similar position at his former rate of pay without loss of seniority for a period of ninety (90) calendar days after the effective date of his promotion.
- I. If there is a question concerning application of seniority and qualifications, the matter may be submitted to the grievance procedure.
- J. The City agrees, within five (5) working days of the selection of an employee, to notify in writing

the other applicants of the selection.

- K. If the City involuntarily moves an AFSCME position from one division to another, the following conditions shall apply:
1. The individual moved shall have the option to retain posting rights, overtime rights, floating holiday rights, and vacation rights from the original division.
  2. AFSCME employees from the original division shall retain posting rights to the moved position.
  3. If the originally transferred employee leaves the position and an AFSCME employee successfully fills the position, that employee who fills the position shall become a member of the new division and shall have all of the rights associated with the new division.
  4. The above rights will not be in effect for a period longer than 2 years from the date of the original transfer except as noted in #5.
  5. If any position becomes vacant in the original division during the two-year period and is not filled, this agreement will be continued until all positions are filled but no longer than an additional twelve (12) months.

#### Section 6 - Layoff and Recall

- A. In all matters involving layoff or recall of forces, seniority as defined in Section 1 of this Article shall be given primary consideration. Skill and ability shall be taken into consideration only where they substantially outweigh consideration of length of service or where the employee who might be retained or laid off because of length of continuous service is unable to do the required work.
- B. In the event of a layoff, seniority shall first be applied on a divisional basis. If an employee's seniority is not sufficient to retain a position within the division, the employee then shall exercise his seniority on a departmental basis; if the employee's seniority will not allow him to retain a position within the department, he shall exercise his seniority on a City-wide basis. The exercise of the aforementioned seniority is contingent upon the employee being qualified to perform the work of the classification to which he is seeking to bump. Temporary and then permanent part-time employees within a division shall be laid off before any permanent full-time employees are laid off. Any permanent full-time employee may fill a permanent part-time position within the affected department if such a position exists, and his seniority will continue to accrue and the employee may exercise his seniority in bidding for any permanent full-time position. The provision contained in Article XXIII, Section 5-D shall apply to this section.
- C. An employee's seniority date shall not be affected while in layoff status for one hundred twenty (120) calendar days. If he is laid off for more than one hundred twenty (120) calendar days, his seniority date will be frozen at the end of the one hundred twenty (120) days. An employee in

layoff status may exercise his seniority for a two (2) year period from the date of layoff and may exercise his seniority rights in the same manner as an employee who is working.

- D. The City shall identify temporary/seasonal positions and offer those positions to laid off permanent employees subject to the individual being qualified, as determined by the City, to perform the required work. Permanent employees on layoff status selected to fill temporary/seasonal positions shall receive the following:
  - 1. An hourly wage rate equal to the minimum base rate for the bargaining unit classification normally performing the type of work performed by the temporary/seasonal position as determined by the City. Employees on record as of December 31, 1987, shall receive the twenty-four (24) month rate for the bargaining unit classification normally performing the type of work performed by the temporary/seasonal position as determined by the City.
  - 2. City paid health insurance in accordance with provision of Article XXII.
  - 3. Time and one-half the hourly base rate shall be paid for all hours worked in excess of forty (40) hours per week.
  - 4. Wisconsin Retirement System (WRS) coverage in accordance with the provisions of Article XIII if the temporary/seasonal position qualifies for such coverage in accordance with WRS rules.
- E. Permanent full-time employees on layoff status shall be offered temporary/seasonal positions that exist before those positions are offered to permanent part-time employees on layoff status. Temporary/seasonal positions shall be offered to employees in order of highest seniority first.
- F. If a laid off employee chooses to take a temporary/seasonal position with the City, his seniority will continue to accrue and the employee may exercise his seniority in bidding for any permanent position. Work as a temporary/seasonal employee shall not extend the two (2) year period granted in Section C of this Article during which an employee may exercise his seniority rights in the same manner as an employee who is working.
- G. A permanent employee on layoff status who is offered a temporary/seasonal position for which he is determined by the City to be qualified and who does not accept that position shall be deemed to have waived any right to temporary/seasonal positions mentioned in the Article.
- H. Employees in the bargaining unit shall receive a minimum two (2) weeks' notice prior to layoff. Upon recall the employee shall notify the City within one (1) week of his intentions. He shall have an additional week from notification of recall (by certified return receipt mail) to report for work, unless illness or other justifiable circumstances prevent him from doing so.
- I. For the term of this contract, specifically 2010 and 2011, the City agrees not to layoff and/or involuntary furlough members covered by this collective bargaining agreement.

**Section 7 - Notice of Termination of Employment, Resignation or Discharge**

- A. The City agrees that it shall endeavor to maintain a minimum forty (40) hours or thirty-eight and three-quarter (38 3/4) hours, whichever is applicable, of work per week for each regular full-time employee except that unforeseen financial emergencies make such provision impossible. The Union shall be notified of all employees laid off and of all employees recalled to work.

**Section 8** - Department and divisional units for the application of seniority for purposes of promotion, demotion, transfer and layoff shall be:

**Department**

Public Works  
Public Works  
Public Works  
Public Works  
Public Works  
Public Works  
Police  
Community Development  
Community Development  
Community Development  
Administration  
Administration  
Administration  
Fire

**Division**

Construction & Maintenance  
WCTS  
Parks  
Water Utility  
Electrical  
Engineering  
Police Records  
Transit  
Parking Meter Utility (PMU)  
Inspection Services  
Comptroller's Office  
Central Services  
Assessment  
Fire Records

**ARTICLE XXIV**

**REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION**

**Section 1**

- A. The City shall reimburse an employee for the cost of tuition and books for all job related courses and/or training sessions that the City specifically requires an employee to take.
- B. For all authorized training, the City will pay 1 1/2 times the normal rate of pay for all hours outside the employees normal workday. If the training requires less time than the employees full shift, the employee shall be required to be at work before and/or after the class with travel time accounted for as appropriate.

**Section 2** - Water Plant and Sewage Treatment Plant Operators who are in possession of valid Department of Natural Resources licenses will be reimbursed for the cost of tuition and books associated with the minimum twelve (12) hours of continuing education necessary for the operator to renew his license provided that the operator successfully completes the course of instruction and that approval for such reimbursement is granted by the division head prior to the commencement of the course. Operators who are in possession of valid licenses will also be reimbursed for the cost of the biennial renewal of that license.

Section 3 - Water Plant and Sewage Treatment Plant Operators not in possession of a valid Department of Natural Resources license will be reimbursed for the cost of tuition and books associated with courses necessary to qualify a Water Plant Operator to take the written examination for a Grade I, Class G or D license and for a Sewage Treatment Plant Operator to take the written examination for a Grade I, Subgrade A, C, E, G, and I license. Such reimbursement shall be made provided that the operator successfully completes the course of instruction and that approval is granted by the Division Head prior to the commencement of the course. The City shall reimburse the operator for only one (1) application, examination and certification fee.

## **ARTICLE XXV**

### **UNION ACTIVITY AND SECURITY**

Section 1 - The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as posting of Union notices and bulletins.

Section 2 - Business agents or representatives of the Union having business with officers or individual members of the Union may confer with such officers or members during the course of the workday for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such officers or members.

Section 3 - The City agrees that the time spent during the employee's normal work shift in the presentation of grievances, negotiations, mediations, or arbitrations occurring during working hours shall not be deducted from the pay of delegated employee representatives of the Union. The bargaining committee shall be limited to a maximum of four (4) Union employee members. Unless mutually agreed to by the parties, the presentation of grievances, negotiations, and arbitrations will normally take place during mutually agreed upon working hours. Unless mutually agreed to by the parties, mediation sessions, preparation, or investigations (except serious safety-related issues or terminations) will normally take place outside of working hours. When the presentation of grievances, negotiations, mediations, or arbitrations occurs or continues outside any employee's normal work shift, such hours will not be paid or considered as hours worked for any participating employee.

Section 4 - Check off of Union dues and fair share shall be made from the first two paychecks of each month and out of every paycheck effective February 2009 in the amount specified by Local 1366 and such amounts shall be turned over to the Union treasurer at least once a month. The City is to be saved harmless in the event of any legal controversy involving this provision.

Section 5 - The City agrees to make deductions for contributions to the AFSCME P.E.O.P.L.E. fund from the paycheck of those employees wishing to contribute to this program every payroll. Employees will be given the opportunity to change their level of deduction annually during the month of January by submitting the appropriate deduction card to the City Payroll Department.

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURE**

Section 1

- A. Grievances to be processed within the grievance procedure shall involve only matters of interpretation, application or enforcement of the terms of this Agreement and, as such, only those items may be processed under the grievance procedure.
- B. The grievance process must be initiated within ten (10) working days of the alleged incident or within ten (10) working days of the aggrieved being aware of such incident. Any grievance not reported or filed within the time limits set forth above shall be invalid.
- C. Any employee or the Union may process a grievance as outlined in this Article. An employee shall have the right to representation by the Union in conference with the City. Further, the Union shall have the right to be present at all such conferences.
- D. Grievances which may arise shall be processed in the following manner:

**Step 1** - The aggrieved employee and/or the steward shall present the grievance orally to the employee's immediate management supervisor. The aggrieved employee must accompany the steward if the immediate supervisor so requests. The steward and/or the aggrieved shall attempt to resolve the grievance with the immediate management supervisor. If the grievance is not resolved within **five (5)** working days at this level, the grievance may be processed as outlined in Step 2.

**Step 2** - The aggrieved employee and/or the steward or grievance committee and/or the business agent shall request, within five working days of the completion of Step one, a meeting with the division head prior to the reduction of the grievance in writing in an attempt to resolve the grievance. If the grievance is not resolved within five workdays at this step, the grievance may then be processed as outlined in Step 3.

**Step 3** - The grievance shall be presented in writing by the employee and/or steward or business agent to the Human Resources Director within **ten (10)** working days of the completion of Step 2 and, if not resolved within ten (10) working days at this level, the Human Resources Director shall note his statement on the grievance form and it shall be processed as outlined in Step 4.

**Step 4** - Within thirty (30) calendar days of completion of Step 3, the grievance may be submitted to arbitration. Selection of an arbitrator by the Wisconsin Employment Relations Commission may be requested by either party. The arbitrator in arriving at his determination shall rule on only matters of application and interpretation of this Agreement.

The findings of the arbitrator shall be final and binding on both parties. In the event an arbitrator loses jurisdiction, the parties shall select another arbitrator in accordance with the provisions of this section. Costs of the arbitration shall be borne equally by both parties. In cases where a ruling is issued by an arbitrator the prevailing party shall be reimbursed the filing fee by the non-prevailing party.

E. General

1. In the interest of expediting the grievance process, either party may request a meeting to permit oral discussion of the grievance prior to the instigation of arbitration proceedings.
2. Time limits set forth in the grievance procedure may be extended by mutual Agreement in writing.
3. Requests from either side for a meeting at the next step constitute an appeal to the next step of the procedure.
4. Failure of the employer to respond within the contractually required time limits constitutes an automatic appeal of the grievance to the next step and the timelines apply.
5. If the employee or the union fails to advance the grievance to the next step within the time limits, the grievance shall be deemed dropped.

**ARTICLE XXVII**

**NO STRIKE - NO LOCKOUT**

It is understood and agreed that the services performed by the City employees included in this Agreement are essential to the public health, safety and welfare.

The Union and the City, therefore, agree that there shall be no interruption of the work for any cause whatsoever by either party nor shall there be any slowdown or other interferences with the services.

**ARTICLE XXVIII**

**MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein, the Management of the City of Fond du Lac and the direction of the work force, including but not limited to the right to hire, to discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to abolish positions, to make reasonable rules and regulations governing conduct and safety, to determine schedules of work, to subcontract work, (no employee shall be laid off due to subcontract provisions) together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management.



**ARTICLE XXIX**  
**NONDISCRIMINATION**

Both parties hereto agree that there shall be no discrimination with respect to any employee because of race, creed, color, national origin, age or sex.

**ARTICLE XXX**  
**FAIR SHARE AGREEMENT**

Section 1 - The City agrees that it will deduct, from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Union as being the monthly dues uniformly required of all members. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

Section 2 - Deductions for new employees shall be made from the normal check for dues deductions following the employee's initial probationary period.

Section 3 - The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

Section 4 - The City will provide the Union with a list of employees from whom such deductions are made with each remittance to the Union.

Section 5 - The Union, as the exclusive representative of all of the employees in the collective bargaining unit, will represent all such employees, Union and non-Union, fairly and equally, and all employees in the unit will be required to pay their proportionate share of the cost of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply. No employee shall be denied Union membership because of race, creed, color, age, or sex.

**ARTICLE XXXI**  
**TERMINATION OF EMPLOYMENT**

Section 1 - The City shall pay all monies due employees upon termination of employment and shall furnish such employees with a letter of recommendation if requested to do so by such employee if the employee's record has been satisfactory.

Section 2 - Employees are encouraged to give two (2) weeks notice of intent to terminate. Failure to do so will be recorded on the employee's record.

Section 3 - Employees wishing to retire should notify the Human Resources Department, in writing, 90 days in advance of their retirement date.

**ARTICLE XXXII**

**WRITTEN DISCIPLINARY ACTION**

**Verbal and** written reprimands or warnings, not including suspension or dismissals, are not to be considered valid for further disciplinary action twelve (12) months after such is given.

**ARTICLE XXXIII**

**SAVINGS CLAUSE**

In the event any clause or portion of this Agreement is in conflict with the Statutes of the State of Wisconsin governing municipalities or other Statutes, such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalid clause or portion thereof.

**ARTICLE XXXIV**  
**SCOPE AND DURATION**

This Agreement shall be effective on January 1, 2010 unless otherwise specified herein, and shall remain in full force and effect until and including December 31, 2011, and shall be automatically renewed from year to year unless negotiations are instituted by August 1, 2011, or the first day of August of any effective year of this Agreement.

This Agreement supersedes any City Ordinance or Resolution concerning wages, hours or other conditions of employment pertaining to positions bargained for by this Union.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by:

CITY OF FOND DU LAC

FOND DU LAC CITY EMPLOYEES UNION  
LOCAL 1366, AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES

\_\_\_\_\_  
Tom Herre  
City Manager

\_\_\_\_\_  
President, Local 1366

ATTEST:

\_\_\_\_\_  
Sue Strands  
City Clerk

\_\_\_\_\_  
Secretary, Local 1366

\_\_\_\_\_  
Council #40 Representative

APPENDIX A		<u>Hire</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>	<u>30 Mos.</u>
<b>2010 Wage Rates Effective January 1, 2010 - December 31, 2011:</b>							
A3 Clerk Typist II Utility Clerk I		14.69	15.55	16.41	17.26	18.13	18.96
A4 Parking Enforcement Officer		14.75	15.60	16.46	17.32	18.17	19.02
A6 Assessment Clerk		15.54	16.38	17.24	18.11	18.95	19.82
A8 Police Records Clerk Fire Records Clerk		16.00	16.87	17.73	18.56	19.45	20.27
A9		16.14	16.97	17.84	18.71	19.54	20.41
A10 Inspections Clerk		16.16	16.99	17.86	18.73	19.56	20.45
A11 Clerk Typist II (Accounts Payable) Clerk Typist II (Accounts Receivable)		16.19	17.04	17.91	18.77	19.59	20.48
A12 Building Custodian		16.27	17.14	17.99	18.88	19.73	20.56
A13 Laborer I		16.71	17.55	18.42	19.27	20.14	21.00
A14		16.85	17.69	18.54	19.41	20.25	21.12
A15 Clerk Cashier Publications Technician Utility Clerk II Agenda & Recording Secretary Associate Acct- Utility Clerk Associate Acct-Acct Payable		16.96	17.85	18.72	19.55	20.42	21.28
A16 Clerk Stenographer II		16.99	17.86	18.73	19.56	20.45	21.29
A17 Bus Driver Meter Reader Park Caretaker I Parking Meter Utility Helper Truck Driver - Under 10 Ton		17.02	17.89	18.75	19.58	20.47	21.33
A18 Waste Collector		17.04	17.91	18.77	19.59	20.48	21.34

APPENDIX A		<u>Hire</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>	<u>30 Mos.</u>
<b>2010 Wage Rates Effective January 1, 2010 - December 31, 2011:</b>							
A19 Engineering Aide I Assessment Technician		17.14	17.99	18.88	19.73	20.56	21.44
A20		17.20	18.07	18.92	19.79	20.63	21.49
A21 Maintenance Helper Bus Driver/Transit Clerk Mechanic's Helper Meter Repairman I Park Caretaker II Sign Painter's Helper Truck Driver - 10 Ton & Over Arborist Technician Garage Attendant		17.35	18.20	19.05	19.91	20.79	21.61
A22 Utility Clerk III		17.37	18.22	19.08	19.93	20.80	21.63
A23 Waste Collector Driver Televising & Metering Technicians Helper		17.57	18.46	19.29	20.16	21.03	21.90
A24 Yardmaster		17.62	18.48	19.33	20.18	21.05	21.92
A25 Customer Serviceman Electrician's Helper Equipment Operator I Meter Repairman II Stockroom Attendant		17.73	18.56	19.45	20.27	21.14	22.00
A26 Accounting Associate		17.79	18.61	19.50	20.36	21.21	22.05
A27 Park Caretaker III Arborist Parking Meter Serviceman-Leadworker		17.85	18.72	19.55	20.42	21.28	22.14
A28		17.97	18.85	19.68	20.54	21.41	22.25
A29 Engineering Aide II		17.99	18.88	19.73	20.56	21.44	22.28
A30 Sign Painter Water Plant Operator Property Appraiser I		18.03	18.90	19.77	20.60	21.47	22.31

APPENDIX A						
2010 Wage Rates Effective January 1, 2010 - December 31, 2011:						
	<u>Hire</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>	<u>30 Mos.</u>
A31	18.11	18.95	19.81	20.67	21.53	22.38
A32 Side Load Operator	18.14	18.97	19.86	20.68	21.56	22.42
A33 Equipment Operator II** Mason Pipe Layer Water Distribution Serviceman Carpenter Televising & Metering Technician	18.17	19.02	19.89	20.73	21.59	22.46
A34 Account Clerk III Mechanic	18.23	19.03	19.90	20.76	21.60	22.47
A35 Mechanic/Welder	18.47	19.30	20.17	21.04	21.91	22.75
A36 Electrician/Serviceman Maintenance Mechanic - WCTS	18.48	19.33	20.18	21.05	21.92	22.76
A37 Equipment Operator III** (40,000 lbs. & Over)	18.77	19.59	20.48	21.34	22.21	23.07
A38	19.05	19.91	20.78	21.61	22.48	23.34
A39 Engineering Aide III	19.16	20.02	20.88	21.74	22.60	23.46
A40	19.18	20.03	20.89	21.75	22.61	23.48
A41 Sampling Technician Wastewater Treatment Operator Laboratory Technician	19.81	20.66	21.52	22.37	23.22	24.08
A42 Electrician Plant Electrician - WCTS	19.98	20.84	21.69	22.58	23.44	24.29
A43 Electrician Crew Leader	20.23	21.09	21.95	22.79	23.66	24.52
A44 Property Appraiser II	20.46	21.32	22.16	23.04	23.87	24.72
A45 Engineering Aide IV	20.83	21.68	22.56	23.42	24.27	25.14
A47 Engineering Tech I	22.23	23.14	24.00	24.84	25.68	26.59
A48 Engineering Tech II	24.40	25.25	26.13	26.96	27.81	28.67

**APPENDIX B**  
**SAFETY GLASSES PROGRAM**

- 1) A pair of plain (nonprescription) safety glasses with frames are provided for all Public Works and Community Development employees. Each employee has his choice of three types of frames and his choice of lens color.
  - a) If prescription lenses are required, the City pays fifty percent (50%) of the total cost of the lenses and frame for the original pair.
  - b) Any eye examination desired is at the expense of the employee including charges for measurement and initial fitting of frame.
  - c) Side shields and rubber inserts (for bridge of nose) are available for all employees if they wish to wear them at no charge.
- 2) Any plain (non-prescription) safety glasses legitimately broken or lost on the job will be replaced by the City and any glasses broken or lost off the job will be replaced by the City and paid for by the individual employee. Prescription glasses legitimately lost or broken on the job will be replaced on a 50-50 cost sharing basis between the City and the employee (same as original glasses).
  - a) As long as the employee works for the City, the glasses will be considered as his property.
  - b) The plain (non-prescription) safety glasses will be regarded as property of the City of Fond du Lac and will be returned to the City when employment is terminated.
  - c) Prescription glasses, because the employees pay fifty percent (50%) of the cost, will be regarded as the employee's personal property.
- 3) Employees are required to wear safety glasses in all designated areas or when required by their supervisor and in accordance with the provisions of the *Employee Safety Handbook*. Failure to comply with established safety procedures for the use of safety glasses will subject the employee to disciplinary action, up to and including termination for repeated offenses.
- 4) Office and clerical employees who are required to use Video Display Terminals fifty percent (50%) or more of their work day and who are required to purchase prescription glasses (i.e., anti-glare bifocals, extended bifocals, etc.) to facilitate their work shall be eligible for reimbursement of fifty percent (50%) of the reasonable cost of prescription lenses and frames. In order to qualify for reimbursement, employees must present a copy of the prescription from their optometrist and cost of the glasses to the Personnel Department.

**APPENDIX C**  
**WORKERS COMPENSATION**

The payment from the worker's compensation insurance company is based on State of Wisconsin regulations. The payment is based on the greater of hourly wage times weekly hours **OR** a 52 week average wage. The insurance company then pays 66.667% of whichever is greater up to the State of Wisconsin Worker's Compensation Limit.

$(\text{Biweekly Gross Salary} \times .75) - \text{Worker's Compensation Receipt} = \text{Make-Whole Supplement}$

Example:

Biweekly Salary = \$800.00

Worker's Compensation Check =  $\$800.00 \times .667 = \$534.00$

$(\$800.00 \times .75) - \$534.00 = \$66.00$



APPENDIX D  
SIDE BAR AGREEMENT  
GOOD ATTENDANCE BONUS PROGRAM  
CONVERSION FORMULA

This agreement between the City of Fond du Lac, hereinafter the "City", and Fond du Lac Employees Union, Local 1366, AFSCME, AFL-CIO, hereinafter the "Union", is to be effective upon execution.

Article XVI, Section 1, of the Labor Agreement provides for the accumulation of credits for the GABP based on an accumulation of 100 days of sick leave. Three categories of employees based on length of work day are defined as follows:

Employees assigned to the 7 3/4 hour work day must maintain 775 hours of accumulated sick leave to earn GABC.

Employees assigned to the 8 hour work day must maintain 800 hours of accumulated sick leave to earn GABC.

Employees assigned to the classification of Communications Operator with a biweekly average work schedule of 77.1 hours must maintain 771 hours of accumulated sick leave to earn GABC.

Employees may, by virtue of a change in work assignment, experience a change in the work day from 7 3/4 hours to 8 hours or the reverse. When a change occurs, the following formula shall be applied to convert accumulated sick leave hours to conform with the new work day assigned to the employee.

$$\frac{\text{present accumulated hours}}{\text{present work day hours}} = \frac{\text{number of}}{\text{days}}$$

present number of days X new work day hours = new accumulated sick leave hours.

Bruce Patterson  
For the City of Fond du Lac  
MARCH 6, 1991  
Date of Execution

Therese D. Klein  
For the Union

GAB36

## APPENDIX E

### LONG-TERM SEASONAL WAGE RATES

#### 2010 - 2011 RATES

Seasonal Employee			
January 1, 2010 – December 31, 2011	\$10.23	\$10.57	\$10.93

<u>Classification</u>		<u>1/1/2010</u>
Electrician		
Apprentice	First Six Months	8.06
	Second Six Months	8.43
	End Year 1	9.33
	End Year 2	10.62
	End Year 3	12.49

**APPENDIX F**

**MEDIATED SETTLEMENT  
NOVEMBER 9, 1992**

**MICHAEL SOSINSKI - JOB POSTING GRIEVANCE**

**Thomas L. Jaeger  
(MEDIATOR - WISCONSIN EMPLOYMENT RELATIONS COMMISSION)**

The City of Fond du Lac hereinafter referred to as the Employer, and the City of Fond du Lac Employees Local 1366 AFSCME, AFL-CIO hereinafter referred to as the Union, do hereby agree that:

- a) The Employer shall offer a Commercial Drivers Training Program to all interested Employees to commence on the third (3<sup>rd</sup>) Saturday in April 1993, and each subsequent year thereafter, for three (3) consecutive Saturdays, consisting of one half (2) day each Saturday;
- b) Employees interested in enrolling in this program must possess a valid Commercial Drivers Vehicle Instruction permit which will be the responsibility of the Employee, and in addition thereto, the Employee agrees to attend the training programs on their own time.
- c) The training program will be designed to provide assistance and training in acquiring the experience and knowledge to obtain a valid Class "A" Wisconsin Commercial Drivers License without air brake restriction with a "N" endorsement, and the Employer agrees to allow the Employee the use of the Cities vehicle to take the road test;
- d) Except as otherwise provided herein the Employer agrees to pay for the cost of the Road Test, the Commercial Drivers License and any Endorsements thereof, for bargaining unit employees.

## **APPENDIX G**

### **CITY OF FOND DU LAC and LOCAL 1366, AFSCME, AFL-CIO Overtime Equalization Procedures as Revised June 14, 2006**

The City of Fond du Lac and City of Fond du Lac Employees Local 1366, AFSCME, AFL-CIO (hereafter "Union") hereby agree to the following clarifications and understandings with regard to the overtime equalization procedures that were discussed by the parties and implemented by the City in December of 2002. The effective date of this agreement shall be December 22, 2002.

For overtime equalization purposes during 2003, employees must have returned the 2002 form provided by the Employer to the Personnel Office no later than December 13, 2002. For subsequent years, the Employer shall have two options available to determine which employees wish to volunteer for overtime:

- 1) The employer shall post overtime sign-up sheets in each City facility for fifteen calendar days on the first Friday in November; or,
- 2) The Employer shall mail an overtime sign-up form to each individual AFSCME employee, in which case employees shall have at least fifteen (15) days to return the form to the Personnel Office.

The overtime primary sign-up sheet shall include only the staff within a division. The overtime secondary sign-up sheet shall include all divisions. Any employee not signing the overtime form by the cut-off date shall not be considered for the distribution of available overtime.

In the event no employees in a division sign up for overtime, the Employer shall have no responsibility to equalize the overtime among the employees in that division, but shall equalize the overtime among those employees from outside the division who signed. In such a case however, the Employer shall continue to track overtime assignments and shall provide the Union with copies of such reports each year. The employer will still be required to equalize overtime for said division among the qualified employees outside the division who signed up for overtime.

Nothing in this agreement shall be construed to limit current practice regarding scheduled overtime or the ability of employees to trade shifts with other employees.

In filling overtime needs, the Employer shall offer overtime to eligible employees in reverse order of the total number of overtime hours worked/refused as of the end of the pay period immediately preceding the date on which the Employer fills the overtime need. Priority shall be given first to full time employees within a division who signed for overtime, then to part time employees inside the division who signed for overtime, then to full time employees outside a division who signed for overtime, and lastly part time employees outside the division who signed for overtime. For purposes of overtime equalization, employees shall be considered full-time or part-time based on what their work schedule is at the time the overtime is needed by the Employer. In the event an employee refuses an overtime opportunity, the employee shall be charged with a refusal for the hours that were made available. The Employer shall offer the available overtime to each successive eligible employee until such time as the overtime need is fulfilled. Each employee refusing the offer of available overtime shall in turn be charged with such refusal. After filling an overtime need, the Employer shall, in filling the next available overtime need, offer the overtime to the employee on the list with the lowest accumulated overtime after the employee who filled the most recent available overtime opportunity.

The Employer shall make every effort to fill known overtime needs at least two (2) weeks prior to the date the overtime is to be worked or as soon as possible. In filling overtime needs, the Employer shall contact eligible employees during their regular work hours whenever possible.

In the event the Employer cannot contact the eligible employee during their regular work hours, the Employer shall attempt to contact the employee by telephone. However, telephone contact will only be used in those cases where the Employer is filling an unexpected or emergency need or in instances where the eligible employee cannot be contacted by any other means prior to the date the overtime needs be worked. It is agreed that telephone calls to eligible employees for purposes of filling overtime needs shall be made by the Employer using methods and technology that will provide an audit trail of such calls to employees. Employees signing the overtime sign-up sheet shall provide the Employer with two phone numbers for overtime purposes. Employees shall be responsible for informing the Employer of any changes to these numbers. The Employer will only use these numbers in attempting to fill overtime needs. The Employer shall allow for the phone to ring six (6) times for each number called. In filling a vacancy, the Employer shall attempt to contact the employee by calling both of the numbers before moving to the next eligible employee. In the event of a busy signal, the Employer shall call the next available number/eligible employee, and a refusal will be recorded. The employer may retry a busy signal.

If a family member answers the phone, the Employer shall leave a message with them as to the reason for the call. Family members shall not be allowed to accept overtime on behalf of an employee. If the Employer contacts an employee's answering machine or pager, the Employer shall leave a message for the employee with the details of the overtime need. If the eligible employee returns the call prior to the Employer filling the overtime need, and agrees to accept the overtime via direct conversation, the employee shall be awarded the available overtime.

Messages left by an employee for the Employer in this regard shall not constitute acceptance of the available overtime. Employees shall be charged with a refusal in all situations where the Employer can demonstrate that there was an attempt to contact the employee and offer the available overtime, and there is no direct acceptance by the employee.

In the event the Employer cannot reach an employee, the employee shall be charged with an overtime refusal so long as the Employer can demonstrate that there was an attempt to contact the employee and offer the available overtime.

In the event an employee is absent from work due to unpaid leave, sick leave, worker's compensation leave, or funeral leave on the day the overtime is available, the Employer shall not call them to offer the available overtime, and a refusal will be recorded. In the event the Employer inadvertently contacts an employee who is absent from work due to unpaid leave, sick leave, worker's compensation leave, or funeral leave on the day the overtime is available, the employee shall inform the Employer of their status. For purposes of this agreement, sick days are considered to run from 12:01 a.m. until 12:00 a.m. of the following day. In the event an employee is off on worker's compensation leave, they will not be called until such time as they have received a release to return to work from their medical practitioner, and a refusal will be recorded.

In the event the eligible employee is absent from work due to vacation, floating holiday, compensatory time off, jury duty, or military leave on the day the overtime is available, the Employer shall contact said employee and offer them the available hours unless the overtime was created by their absence, and if not accepted a refusal will be charged. If the Employer contacts an employee for hours outside their division who is absent from work due to vacation, floating holiday, compensatory time off, jury duty, or military leave on the day the hours are available, the employee shall inform the Employer of their status. If the Employer offers the hours to the employee on vacation and it results in overtime for the employee, the employee shall have a choice of taking the overtime pay or being paid in the normal manner provided for by contract and not using their vacation hours, instead keeping them for future use. The employee shall notify the Employer of their intention in this regard at the time the hours are offered/accepted.

In the event the Employer has a need for a project to be completed that requires hours to be worked at the end of a regular work shift, it is permissible for the employees currently working to stay on the job as a shift extension only if

the normal method of filling overtime vacancies would create a significant disruption to the completion of the project.

The Employer shall determine the time increments in which offers of overtime are made. Employees shall not have the ability to accept only part of a time increment, but rather must accept or decline the time increment as it is offered.

In instances where the actual time worked by employees is less than that initially offered they will be paid for the actual hours worked and for overtime equalization purposes shall be charged for the hours that were actually worked.

In cases, where it is not known in advance how much overtime is available, employees shall, for purposes of overtime equalization, be charged for the highest number of hours of any of the employees who worked on the particular job that created the overtime. In the case of snowplowing/salting, employees will be charged based on the average number of hours worked by all the employees performing that function in an overtime status on each individual date. If an employee is sent home because he/she is no longer needed on a particular job, they shall not be charged with the difference between their hours and the average hours worked by the other employees. If the employee voluntarily chooses to go home, they will be charged for such difference.

Overtime in Central Collections falling between 7:45 a.m. and 4:30 p.m. shall first be offered to employees within the division.

\*When calling WCTS employees to fill an 8 or 10 hour shift of overtime, the shift can be split into two 4 or 5 hour shifts.

When a new employee is hired or an existing employee is transferred from one division to another, the employee shall be given the opportunity to sign up for overtime. In the event the employee chooses to sign up for overtime, he/she will be charged with the highest number of overtime hours worked/refused by other employees in that division year to date.

In the Parks Department, long-term seasonal employees shall be eligible to sign up for scheduled overtime, provided that the Employer only offers scheduled overtime to such employees after and in conjunction with a full-time employee. The ratio of full-time and long-term seasonal employees offered scheduled overtime shall be hour for hour. Unscheduled overtime shall not be offered to long-term seasonal employees.

This agreement shall not apply to the Transit department, which shall continue to operate under the existing memorandum(s) of understanding and practice with regard to overtime.

The Employer agrees to submit all forms to be used in the implementation of this agreement to the Union for approval prior to their adoption. Future changes to said forms shall also be submitted for review and approval.

\_\_\_\_\_  
For the City

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX H

City of Fond du Lac

and

Local 1366, AFSCME, AFL-CIO

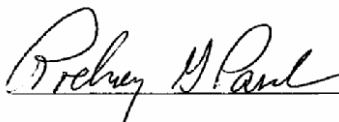
### MEMORANDUM OF UNDERSTANDING

August 2006

The City of Fond du Lac (hereafter "City") and Local 1366, AFSCME, AFL-CIO (hereafter "Union") hereby agree to the following regarding the impact to the Side Load Operators in the Construction & Maintenance Division.

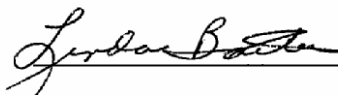
1. Side Load Operators and Truck Drivers and Laborer in Solid Waste, assigned to work as Side Load Operators will be assigned to a regular schedule of 8 hours, either 5:00 a.m. – 1:30 p.m. or 7:00a.m. – 3:30 p.m., Monday through Friday. Such schedule shall be inclusive of a one half (1/2) hour unpaid lunch break.
2. The employer may change the Solid Waste employee's, work schedule provided they notify the affected employee during the prior work shift.
3. Schedules may be changed with less than twenty four (24) hours notice by mutual agreement of the employee and the employer.

The parties agree that this settlement shall not constitute a precedent for any other issues or disputes that may arise between them.

  
\_\_\_\_\_  
For the City

10-18-06  
\_\_\_\_\_

Date

  
\_\_\_\_\_  
For the Union

11-15-2006  
\_\_\_\_\_

Date

## APPENDIX I

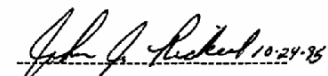
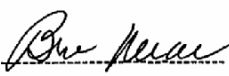
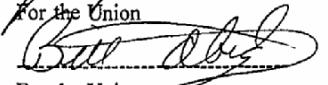
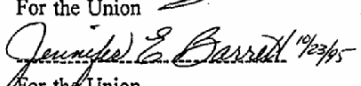
# **COPY** MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the City of Fond du Lac and Fond du Lac Employees Union Local 1366 is to be effective April 1, 1995.

The City and the Union agree that additional clarification is needed regarding "Out of Class" pay for seasonal employees in the Parks Division of six (6) months or more duration. Seasonal employees in the Parks Division of six (6) months or more duration shall receive out of class pay as follows:

1. The above employees shall receive the Laborer I rate when performing duties of operating a riding mower of five (5) to seven (7) feet in width or operating a sweeper.
2. The above employees shall receive the Caretaker I rate when performing duties of operating a riding mower of eight (8) to nine (9) feet in width; when operating a tractor; when operating a boom lift or operating a truck requiring a Commercial Drivers License.
3. The above employees shall receive the Equipment Operator I rate when performing duties of operating a riding mower of ten (10) feet or more in width.
4. The above employees shall receive out of class pay when performing the duties required of any permanent bargaining unit position when assigned to perform the duties of that position in the absence of a permanent employee in accordance with the Labor Agreement.

For purposes of placement of these employees in the appropriate salary step as outlined in the labor agreement, all continuous time worked as a seasonal employee shall be used to determine the proper step placement on the salary schedule and the appropriate out of class rate.

 For the Union	 For the City
 For the Union	10-23-95 Date
 For the Union	



APPENDIX J

**City of Fond du Lac  
and  
Local 1366, AFSCME, AFL-CIO**

**MEMORANDUM OF UNDERSTANDING**

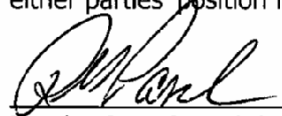
**May 19, 2009**

The City of Fond du Lac (hereafter "City") and Local 1366, AFSCME, AFL-CIO (hereafter "Union") hereby agree to the following regarding the half-day holiday pay for full-time and part-time employees.

This memorandum of understanding will confirm:

- ✓ Full-time employee's holiday hours will be based on the following schedule
  - A normal work schedule of 8 hours will be given 4 hours of holiday pay
  - A normal work schedule of 7.75 hours will be given 3 ½ hours of holiday pay
- ✓ Part-time employees' holiday hours will be based on ½ their WRS hours rounded to the next quarter hour.

This mutual agreement between the parties does not set a precedent or prejudice to either parties' position in the future.



For the City of Fond du Lac



For the Union

6-10-09  
Date

6-9-09  
Date

**NORMAL WORK SCHEDULE 1**  
**Monday - Friday Unless Specified**

**Schedule: 5:00 a.m. - 1:30 p.m.**

Side Load Operator  
Sign Painter – Memorial Day to Labor Day  
Sign Painters Helper – Memorial Day to Labor Day  
Garage Attendant  
Mechanic Helper (1)

**Schedule: 6:00 a.m. - 2:30 p.m.**

Parking Serviceman Helper  
Parking Serviceman Lead Worker  
Maintenance Mechanic  
Plant Electrician

**Schedule: 6:30 a.m. – 3:00 p.m.**

Custodian – WCTS

**Schedule: 6:30 a.m. - 3:15 p.m.**

Police Records Clerk (1)

**Schedule: 6:30 a.m. - 4:00 p.m.**

Lab Technician (1)

**Schedule: 7:00 a.m. - 3:30 p.m.**

Mechanic Helper (1)  
Mechanic (2)  
Mechanic/Welder (1)  
Stockroom Attendant  
Sign Painter – Labor Day to Memorial Day  
Sign Painter's Helper – Labor Day to Memorial Day  
Laborer I  
Truck Driver  
Mason  
Pipe Layer  
Equipment Operator I, II, III  
Yardmaster  
Park Caretaker I, II, III  
Park Seasonal  
Arborist  
Arborist Technician  
Water Distribution Serviceman  
Plant Operator  
Electrician Crew Leader  
Electrician Helper  
Electrician  
Wastewater Treatment Operator  
Sampling Technician  
Lab Technician (1)  
Account Clerk III

**Schedule: 7:15 a.m. - 4:00 p.m.**

Publications Technician

**Schedule: 7:30 a.m. – 4:30 p.m.**

Meter Repairman I, II  
Meter Reader

**Schedule: 7:45 a.m. - 11:45 p.m.**

Clerk Cashier (1)

**Schedule: 7:45 a.m. - 12:45 p.m.**

Associate Acct. – Utility Billing

**Schedule: 7:45 a.m. - 4:30 p.m.**

All full-time employees in Assessment, Engineering  
Fire Records Clerk  
Parking Enforcement Officer  
Inspection Clerk  
Agenda & Recording Secretary  
Clerk Cashier (1)  
Utility Clerk III  
Police Record Clerk (3)  
Water Utility Customer Serviceman  
Accounting Associate  
Engineering Aide IV

**Schedule: 8:00 a.m. - 4:30 p.m.**

Laborer I

**Schedule: 9:00 a.m. – 1:00 p.m.**

Assessment Clerk

**Schedule: 9:00 a.m. – 2:00 p.m.**

Associate Acct. – Accounts Payable  
Utility Clerk II

**Schedule: 11:00 a.m. – 7:30 p.m.**

Mechanic (1)

**Schedule: 12:30 a.m. – 4:30 p.m.**

Clerk Cashier (1)

**Schedule: 3:30 p.m. – 12:00 a.m.**

Park Seasonal (1) (May – Sept)

**Post for Schedules** (Approximately 40 hrs./Week)

Bus Driver (Full Time & Part Time)  
Bus Driver/Transit Clerk (5:45 – 2:15)